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Title: **Edwards, Town of and Town of Edwards Highway Department Unit, International Brotherhood of Teamsters (IBT), Teamsters Local 687 (2006)**

Employer Name: **Edwards, Town of**

Union: **Town of Edwards Highway Department Unit, International Brotherhood of Teamsters (IBT)**

Local: **Teamsters 687**

Effective Date: **01/01/06**

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BC / 7341

ARTICLES OF AGREEMENT

by and between

TEAMSTERS LOCAL 687

14 Elm Street
Potsdam, New York 13676

and

TOWN OF EDWARDS

P.O. Box 24
Edwards, New York 13635

EFFECTIVE: 1/1/2006

EXPIRATION: 12/31/2008

RECEIVED

JUN 05 2006

**NYS PUBLIC EMPLOYMENT
RELATIONS BOARD**

5

PREAMBLE:

THIS AGREEMENT made this _____ day of _____, 20____, by and between the TOWN OF EDWARDS (Hereinafter called the "EMPLOYER") and TEAMSTERS LOCAL UNION NO. 687, Affiliated with the International Brotherhood of Teamsters (Hereinafter called the "UNION").

ARTICLE 1: RECOGNITION AND SCOPE

The Employer recognizes the Union as the exclusive representative of its Town Highway Department employees in work classifications covered by this Agreement for the purposes of collective bargaining.

ARTICLE 2: SAVINGS AND SEPARABILITY CLAUSE

If any Article or Section of this Agreement, or any Riders thereto, should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal, pending a final determination as to its validity, the remainder of this Agreement and of any Rider thereto, or the application of such Article or Section to persons or circumstances other than those to which it has been restrained, shall not be affected thereby. In the event any Article or Section is held invalid, or enforcement of or compliance with any has been restrained, the parties hereto shall enter into immediate collective bargaining negotiations, upon the request of the Union, for the purpose of arriving at a mutually satisfactory replacement for such Article or Section during the period of invalidity or restraint.

ARTICLE 3: UNION SECURITY

3.1 The Union agrees to represent all the employees in the bargaining unit whether or not they are members of the Union. Any employee who is not a member of the Union must pay to the Union the amount of monthly dues paid by the Union members, as a condition of employment, but need not become a member of the Union.

3.2 When the Employer needs additional regular men, the Union shall be given opportunity with all sources to provide suitable applicants, but the Employer shall not be required to hire those referred by the Union.

3.3 A new employee may be discharged or disciplined in the sole discretion of the Employer, and without recourse to the grievance and arbitration procedures, up to the time he has been placed on the seniority list in accordance with Article 8, Section 8.2.

3.4 The Employer agrees to make payroll deductions when properly authorized by the employee and shall remit same to the Union not later than the end of the month in which deductions were made.

3.5 In the event the current laws are repealed or modified so as to permit greater Union security than is contained in this Agreement, the parties hereto agree to negotiate concerning amendments to this Agreement, in accordance with said changes.

No provision of this Article shall apply in any state to the extent that it may be prohibited by State Law. If, under applicable State Law, additional requirements must be met before any such provision may become effective, such additional requirements shall first be met.

ARTICLE 4: INSPECTION PRIVILEGES

Authorized agents of the Union shall have access to the Employer's establishment during working hours for the purpose of adjusting disputes, investigating working conditions, collection of initiation fees and ascertaining that the Agreement is being adhered to; provided, however, that there is no interruption of the Employer's working schedule.

ARTICLE 5: MANAGEMENT RIGHTS

The right to hire, promote, discharge or discipline for cause and to maintain discipline and efficiency of employees is the sole responsibility of management. In addition, the schedule of operations, the methods, processes and means of operating are solely and exclusively the responsibility of management.

ARTICLE 6: BULLETIN BOARDS

The Employer agrees to provide a bulletin board to permit the Union to post notices and other material pertaining to the official business of the Union.

ARTICLE 7: MILITARY SERVICE

7.1 Employees enlisting or entering the military or naval service of the United States shall be entitled to such reinstatement rights as may be prescribed by law in effect at the time such persons make application for re-employment, provided the following requirements are met:

- a) Has not been dishonorably discharged.
- b) Is physically able to do the work.
- c) Reports for work within ninety (90) days of the date of such discharge or ninety (90) days after hospitalization continuing after discharge for not more than one year.

7.2 Upon re-employment, a veteran shall be accorded full seniority; however, a veteran, upon re-employment, shall resume employment at no higher place in any training program or job progression than he occupied when he left to enter service regardless of his credited seniority, and he shall be paid strictly in accordance with the established pay schedule for the training program or job progression program.

ARTICLE 8: SENIORITY

8.1 The principles of seniority shall prevail at all times. In case of layoff due to lack of work, employees shall be laid off in reverse order of seniority, providing the senior employee is qualified to replace the laid off employee. Call back of employees shall be in reverse order of seniority. An employee to be considered available, must be able to be contacted by telephone, except if other arrangements have previously been made between the Employer and the employee.

8.2 After working ninety (90) working days, a new employee shall be placed on the regular seniority list as of his first day of work. It is understood that the Employer shall use no subterfuge to prevent a new employee from acquiring seniority as soon as possible. In case of discipline within the ninety (90) day period, the employer shall notify the Union in writing. The employee has no right to grievance or arbitration procedures under this contract within the ninety (90) day period.

8.3 All rights associated with seniority obtained by this Agreement shall be terminated by:

- (a) Resignation
- (b) Discharge for just cause or termination
- (c) Layoff period of twelve (12) months.
- (d) Failure to return at the end of an approved leave of absence.

8.4 The Employer shall furnish the Union a seniority list, upon the request of the Union, not more often than once every calendar year.

ARTICLE 9: STEWARDS

9.1 The Employer recognizes the right of the Union to designate a Steward.

9.2 The authority of the steward so designated by the Union shall be limited to, and shall not exceed the following duties and activities:

- (a) The investigation and presentation of grievances in accordance with provisions of Article 8 of this Agreement.
- (b) The transmission of such messages and information which shall originate with, and are authorized by, the Union, provided such messages and information:
 - 1) have been reduced to writing, or
 - 2) if not reduced to writing, are of a routine nature and do not involve refusal to perform work assignments.

9.3 The Employer recognizes these limitations upon the authority of the steward and shall not hold the Union liable for any unauthorized acts.

9.4 If qualified to perform the available work, the steward shall be the last employee to be laid off, and he shall not be discharged without notifying the Union Business Agent.

ARTICLE 10: ARBITRATION

10.1 In the event that any difference or dispute should arise between the Employer and the Union, or its members employed by the Employer, over the application and interpretation of the terms of this Agreement, there shall be no work slowdown or work stoppage prior to resolution of the difference or dispute. An earnest effort shall be made to settle such differences immediately and in the following manner:

- a) Between the aggrieved employee (with or without the steward) and the immediate supervisor. A written statement of the difference or dispute must be filed within forty-eight (48) hours of the incident giving rise to complaint. If no satisfactory agreement is reached within five (5) working days, then
- b) Between the Union Business Agent and the Employer. If no satisfactory agreement is reached within an additional five (5) working days, the following procedure shall apply:

10.2 **ARBITRATION:** If any grievance or dispute cannot be satisfactorily settled, the grievance shall be submitted by either party to the New York State Board of Mediation for final and binding decision. In the event the losing party fails to abide by the arbitrator's decision, or either party refuses to submit to his jurisdiction, the other party shall have the right to immediately take all legal recourse.

ARTICLE 11: DISCIPLINARY ACTION

11.1 The Employer shall not discharge nor suspend any employee without just cause. In all cases involving the discharge or suspension of an employee, the Employer must immediately notify the employee in writing of his discharge or suspension and the reason therefor. Such written notice shall also be given to the Steward, and a copy mailed to the Union office as soon as reasonably possible, but not later than one (1) week from the time of the discharge or suspension.

11.2 Any employee discharged must be paid in full for all wages owed him by the Employer, including earned vacation pay, if any, not later than the next regular pay day for the payroll period involved.

11.3 A discharged or suspended employee must advise the Union in writing within two (2) working days after receiving notification of such action against him of his desire to appeal the discharge or suspension. Notice of appeal from discharge or suspension must be made to the Employer in writing within nine (9) days from the date of discharge or suspension.

11.4 Should it be proved that an injustice has been done a discharged or suspended employee, he shall be fully reinstated in his position and compensated at his usual rate of pay for lost work opportunity. If the Union and the Employer are unable to agree as to the settlement of the case, then it may be referred to the grievance procedure as set forth in this Agreement.

ARTICLE 12: EXAMINATIONS

12.1 Physical, mental or other examinations required by a government body or the Employer shall be promptly complied with by all employees: provided, however, the Employer shall pay for all such examinations. The Employer shall not pay for any time spent in the case of applicants for jobs, and shall be responsible to other employees only for the time spent at the place of examination, or examinations where the time spent by the employee exceeds two (2) hours and, in that case, only for those hours in excess of two (2) hours. An employee who has suffered a serious injury or illness will be required to have a return to work slip from his doctor before returning to work. Alcohol and Drug testing for the MEO's will be done at the Local Hospital designated by the Town. Random alcohol and drug testing is done on a quarterly basis. Employees will not be required to take examinations during their working hours, unless paid by the Employer.

12.2 The employer reserves the right to select its own medical examiner or physician, and the Union may, if it believes an injustice has been done an employee, have said employee reexamined at the Union's expense. If the two physicians disagree, they shall mutually agree upon a third physician whose decision shall be final and binding. The expense of the third physician shall be equally divided between the Employer and the Union.

ARTICLE 13: LEAVE OF ABSENCE

Leaves of absence from the bargaining unit may be granted at the discretion of the Employer for not more than sixty (60) days and, when so granted, the employee, if he returns to a job in the bargaining unit, shall be accorded full seniority, including any time employed by the Employer outside the bargaining unit. Applications for leaves of absence must be made in writing to the manager of the Employer, and the granting of such leaves of absence must be in writing and a copy furnished to the Union.

ARTICLE 14: MUTUAL INTEREST

The Union, as well as the employee members thereof, shall agree that they will at all time further the interest of the Employer as fully as it be in their power to do so.

ARTICLE 15: PROTECTION OF RIGHTS

It shall not be a violation of this Agreement and it shall not be cause for discharge or disciplinary action in the event an employee refuses to enter upon any property involved in a labor dispute or refuses to go through, or work behind, any picket line, including the picket line of Unions party to this Agreement.

ARTICLE 16: DECLARATION OF PLEDGE OF NO STRIKE POLICY

In consideration of the recognition by the Employer of the Union as the sole and exclusive bargaining representative of the employees, the Union does hereby affirm a policy that it does not assert the right to strike against the Employer nor will it assist in or participate in any such strike by

the employees, nor will it impose any obligation on said employees to conduct, assist or participate in a strike.

ARTICLE 17: RESOLUTION OF DEADLOCKS IN COLLECTIVE NEGOTIATIONS

17.1 The parties agree to conduct meetings for the purpose of collective bargaining during the period of one-hundred and twenty (120) days prior to any fiscal budget year for the purposes of attempting to mutually agree upon amendments to this Agreement.

17.2 The parties hereby agree that an impasse in such negotiations shall be identified by the failure of the parties to have achieved an understanding or agreement sixty (60) days prior to the date of the vote on the annual budget.

17.3 In the event of an impasse, the parties agree to submit the unresolved issues to the Public Employment Relations Board for resolution.

ARTICLE 18: JURY DUTY

18.1 An employee called for jury duty is to be paid the difference between jury pay received and his regular pay. To qualify for such pay by the Employer the employee must work the regular schedule on days not required to report for jury duty.

18.2 Regular employees reporting for jury duty who are released from jury activity for the day shall be required to report for work, if, by reasonable efforts, such employee can complete three (3) or more hours of the normally scheduled work day.

ARTICLE 19: DEFECTIVE EQUIPMENT

The Employer shall not require employees to take out on the streets or highways any vehicle that is not in safe operating condition or equipped with the safety appliances prescribed by law. It shall not be a violation of this Agreement where employees refuse to operate such equipment, unless such refusal is unjustified. All equipment which is refused because it is not mechanically sound or properly equipped shall be appropriately tagged, so that it cannot be used by other drivers until the maintenance department has adjusted the complaints.

ARTICLE 20: COMPANY RULES

There shall be immediate notification in writing by the Employer to the Steward and to the Union of all infractions of Employer rules by employees. Unless such written notice is given to the Steward and to the Union within ten (10) days of such infraction, said infraction by an employee shall be deemed to be condoned.

ARTICLE 21: HOLIDAYS

21.1 Employees shall be paid, as hereinafter provided, for New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, and three (3) Roving Holidays; provided they meet all the following eligibility rules:

- a) The employee has seniority as of the date of the holiday.
- b) The employee must have worked his last scheduled work day preceding and his first scheduled work day succeeding the holiday, unless absent because of an industrial accident for which the employee receives workmen's compensation.
- c) Employees who have been requested to work and do not report for work on the holiday are not eligible for holiday pay.
- d) Laid off and furloughed employees shall not be eligible for holiday pay.
- e) In the case of the Roving Holidays, an employee shall give the Employer two (2) weeks' notice prior to the day he desires to take.

21.2 Eligible employees shall receive eight (8) hours' pay for each holiday specified not worked at their regular straight time hourly wage rate.

21.3 Employees eligible for holiday pay who work on the holiday shall receive, in addition to holiday pay, time and one-half (1 1/2x) for the hours actually worked. Employees eligible for holiday pay who work on Christmas Day shall receive, in addition to holiday pay, double time (2x) for the hours actually worked.

21.4 When one of the above specified holidays falls within an eligible employee's vacation period, and he is absent from work during his regularly scheduled work week because of such vacation, he shall be paid for such holiday.

21.5 In applying the holiday pay procedure, when any of the specified holidays falls on Sunday and the day following is observed as the holiday by the State or Federal government, such day shall be considered as the holiday for the purposes of this Article.

21.6 Holiday to be used in the computation of forty (40) hours.

ARTICLE 22: VACATIONS

22.1 All regular employees who have been in the employ of the Employer for a period of one (1) year shall receive one (1) week's vacation with pay at the regular weekly rate of forty (40) hours at straight time rate.

22.2 All regular employees who have been in the employ of the Employer for a period of three (3) years or more shall receive two (2) weeks vacation with pay at the regular weekly rate of forty (40) hours at straight time rate.

22.3 All regular employees who have been in the employ of the Employer for a period of nine (9) years or more shall receive three (3) weeks vacation with pay at the regular weekly rate of forty (40) hours at straight time rate.

22.4 All regular employees who have been in the employ of the Employer for a period of eighteen (18) years or more shall receive four (4) weeks vacation with pay at the regular weekly rate of forty (40) hours at straight time rate.

22.5 All regular employees who have been in the employ of the Employer for a period of twenty-five (25) years or more shall receive five (5) weeks vacation with pay at the regular weekly rate of forty (40) hours at straight time rate.

22.6 One week of vacation time can be used one (1) day at a time.

ARTICLE 23: FUNERAL LEAVE

23.1 In the event of a death in the immediate family of any employee, the Employer shall pay the employee not to exceed three (3) working days to attend the funeral services, it is being understood that "immediate family" means only father, mother, wife, husband, children, brothers or sisters and parents-in-law of the employee.

23.2 In the event of the death in the immediate family of any employee, the employee shall be paid for time lost to attend the funeral service, not to exceed one (1) working day, it being understood that "immediate family" means grandparents and brothers and sisters-in-law. The day of the funeral must be a work day to be paid.

ARTICLE 24: MAINTENANCE OF STANDARDS

The Employer agrees that all conditions of employment in his individual operation relating to wages, hours of work, overtime differentials and general working conditions shall be maintained at not less than the highest standards in effect at the time of the signing of this Agreement, and the conditions of employment shall be improved whenever specific provisions for improvements are made elsewhere in this Agreement. It is agreed that the provisions of this Section shall not apply to inadvertent or bona fide errors made by the Employer of the Union in applying the terms and conditions of this Agreement if such error is corrected within ninety (90) days from the date of error.

ARTICLE 25: EXTRA CONTRACT AGREEMENTS

The Employer agrees not to enter into any agreement or contract with his employees, individually or collectively, which in any way conflicts with the terms and conditions of this Agreement. Any such agreement shall be null and void.

ARTICLE 26: HEALTH AND HOSPITAL

26.1: Effective January 1, 2006 The Employer agrees to contribute to the New York State Teamsters Council Health and Hospital Fund: Single coverage - \$87.00 per week; 2-Person coverage - \$171.70 per week; Family coverage - \$228.40.

26.1: Effective January 1, 2007 The Employer agrees to contribute to the New York State Teamsters Council Health and Hospital Fund: Single coverage - \$100.00 per week; 2-Person coverage - \$192.10 per week; Family coverage - \$261.10.

26.1: Effective January 1, 2008 The Employer agrees to contribute to the New York State Teamsters Council Health and Hospital Fund: Single coverage - \$113.10 per week; 2-Person coverage - \$218.00 per week; Family coverage - \$296.70.

Employees may change election coverage (single, two person, or family) as soon as the change takes place.

The Employer agrees to pay 100% of the cost of the single coverage and the employee shall pay fifteen (15%) percent of the cost of the difference between single and two-person and single and family (whichever applies to the employee). The employee shall have his share of the cost of the health insurance deducted on a bi-weekly basis.

EMPLOYEE SHARE OF 2-PERSON COVERAGE

2006 – \$12.71 PER WEEK

2007 - \$13.82 PER WEEK

2008 - \$15.74 PER WEEK

EMPLOYEE SHARE OF FAMILY COVERAGE

2006 - \$21.21 PER WEEK

2007 - \$24.17 PER WEEK

2008 - \$27.54 PER WEEK

26.2: In addition to the bargaining unit employees, the elected Highway Superintendent will be covered under the Health and Hospital program by reason of their performing bargaining unit work.

26.3 The Employer agrees to sign the standard participation agreement of the New York State Teamsters Council Health and Hospital Fund and by execution of this participation agreement it becomes an integral part of this labor agreement.

26.4 Upon the retirement of a regular employee from the service of the Town of Edwards, and provided the employee has worked twenty (20) years or more, and is between 55 years of age and 65 years of age and is receiving New York State Employees Retirement or Social Security, the Employer shall contribute one-hundred-seventy-five (\$175.00) dollars per month to the retiree for

this coverage. The purchase of said insurance is the sole responsibility of the retiree. To receive this payment the retiree must submit a copy of the bill from the insurance carrier to the Town. The retiree will continue to receive this payment until he is eligible for Medicare or until he dies, whichever occurs first.

To the extent hereinafter set forth, the Employer agrees to sign a participation agreement with the New York State Teamsters Council Health and Hospital Fund, for the execution of this participation agreement which will coincide with the terms and conditions of this Contract. Such agreement shall become an integral part of the labor agreement.

ARTICLE 27: PENSION AND RETIREMENT

It is agreed that the Employer shall furnish at no cost to the employees the New York State Retirement Plan subject to applicable law.

ARTICLE 28: SICK LEAVE/PERSONAL TIME

Sick leave with pay accumulates at the rate of one-half (1/2) day four (4) hours for each full month of employment for a total of six (6) days for all full time employees and may be granted to any employee not on probationary status provided the employee gives notice to the Superintendent at least one-half (1/2) hour before the normal time to report to work. Sick leave will be granted to an employee due to illness, bodily injury, exposure to contagious diseases or attendance upon members of the immediate family whose illness requires the care or services of the employee.

An employee will have two (2) personal days per year to conduct personal business and these days shall not be accumulated. A personal day shall be eight (8) hours when the employees are working an eight (8) hour day five (5) day schedule or ten (10) hours when the employees are working a ten (10) hour day four (4) day schedule.

Sick leave may be accumulated to a total of eighty (80) work days. All new employees hired after 1984 will be able to accumulate thirty (30) work days.

In the event the employee is off the job sick leave for three or more days consecutively, he shall submit satisfactory evidence of illness to the Superintendent. Sick leave will not be granted for periods of less than one-half (1/2) day.

Upon return to duty the employee must sign a statement acknowledging the amount of leave taken.

Upon termination of employment for other than disciplinary reasons after ten (10) or more years of service, the employee will be paid one-half (1/2) the value of any accumulated sick leave in a lump sum. If after twenty (20) or more years of service, the employee will be paid in lump sum for the full value of any accumulated sick leave.

ARTICLE 29: NON-DISCRIMINATION CLAUSE

29.1 The Employer and the Union agree not to discriminate against any individual with respect to hiring, compensation, terms or conditions of employment because of such individual's race, color, religion, sex, national origin or age (between the years of 40 and 70), marital status, Vietnam era and/or disabled veterans or handicapped persons, nor will they limit, segregate or classify employees in any way to deprive any individual of employment opportunities because of race, color, religion, sex, national origin or age (between the years of 40 and 70), marital status, Vietnam era and/or disabled veterans or handicapped persons.

29.2 The Employer and the Union agree that there will be no discrimination by the Employer or the Union against any employee because of his or her membership in the Union or because of any employee's lawful activity and/or support of the Union.

ARTICLE 30: WAGES AND HOURS OF WORK

30.1 The following shall be the classifications and the wage rates to be paid, effective on the dates indicated:

	Effective	Effective	Effective
	1/1/2006	1/1/2007	1/1/2008
	14.04	14.04	14.53
MEO	\$15.33	\$15.79	\$16.26
	+ 1.29	+ .46	+ .47

Effective January 1, 2003, new employees will be paid \$2.00 per hour less than the MEO rate. On each six (6) month anniversary of the date of hire, the new employee's wages will be increased by fifty (\$.50) cents until they reach the regular MEO rate and they shall also receive the yearly increases that the MEO's receive.

30.2 The normal work week of the employees covered by this Agreement shall be forty (40) hours (five (5) eight (8) hour days). The normal work week shall be from 7 A.M. to 3 P.M., Monday through Friday, with a twenty (20) minute paid lunch. The Employer shall have the right to change the present working schedules whenever necessary to insure the orderly operation of the facility or to provide for unusual conditions. The Employer will inform the Union of any such change before it becomes effective. In the event of emergency call-out for sanding or plowing, the employees shall be called according to mutual agreement between the Steward and the Road Superintendent.

If an employee is called in to work more than two (2) hours prior to his regularly scheduled reporting time, he may be sent home after ten (10) hours. There shall be a call-in minimum of three (3) hours.

There shall be two twelve (12) hour shifts beginning November 1 and continuing to April 1. Shift A shall begin at 4:00 a.m. and end at 12:00 p.m. (noon), with on-call hours beginning at 12:00 a.m. (midnight) and ending at 4:00 a.m. Shift B shall begin at 1:00 p.m. and end at 9:00 p.m. with on-call hours being 12:00 p.m. (noon) to 1:00 p.m. and 9:00 p.m. to 12:00 a.m. (midnight).

30.3 All employees with six (6) months or more, seniority shall be scheduled for a forty (40) hour week. The Employer may employ temporary employees at minimum State Wage rates for the June through September period, performing menial work only. The use of such employees shall not conflict with the work of the bargaining unit.

30.4 All work performed in excess of eight (8) hours per day and forty (40) hours per week shall be paid for at the rate of time and one-half (1 1/2). Holidays to be used in computation of forty (40) hours.

30.5 The pay period shall be Sunday through Saturday. Pay checks shall have the number of hours posted on the check stub and shall be paid not later than Wednesday every other week.

30.6 The Employer shall give all employees being laid off one (1) week's notice, or one (1) week's pay, after the employee has been continuously employed for a period of ninety (90) days or more, except in case of an emergency such as fire, flood, storm, explosion, power failure, and except in case of other causes not reasonable in the control of the Employer that may be agreed upon by the Union and the Employer.

30.7 Five (\$5.00) dollars meal allowance after twelve (12) consecutive hours' work.

30.8 Safety: Hard hats as furnished by the Town are to be worn at all times on duty. Other safety clothing and equipment such as safety shoes, goggles and gloves shall be worn as is necessary in good safety practice or as determined by the Superintendent.

It shall be mandatory for all employees to wear safety shoes while working. The Town will reimburse up to one hundred (\$100.00) dollars for each employee once a year, after a sales receipt is presented for the purchase of safety shoes.

30.9 One man per month for the months of December, January, February and March will be allowed to have one weekend when he is not on call, when it appears that the weather will be such that he could get away and there is not a predicted storm coming in and has cleared it with the Town Highway Superintendent to have that weekend off. (This means that each employee would have one weekend off during the winter and the employees would choose by seniority order which month they prefer.)

ARTICLE 31: SAFETY INCENTIVE PROGRAM

Since safe driving and working conditions are a paramount concern to the Town of Edwards, the Town, in an effort to encourage such safe driving and working conditions, and to reward those employees with safe driving records hereby establishes a safety award program to be administered as follows:

A. Regular Machine Equipment Operators who have worked in that capacity for a year, from December 1 to November 30 each year, will be awarded one hundred fifty dollars (\$150) the week before Christmas each year of the contract.

B. When a Machine Equipment Operator is involved in a preventable accident their participation in the program ceases for that year and they will become eligible in the following year.

The Town Supervisor and Union Business Agent shall have jurisdiction to determine whether or not an accident was "preventable". In the event the committee cannot reach a determination, the Supervisor and the Union Business Agent shall mutually decide upon a hearing officer to hear the facts and render a final determination.

ARTICLE 32: CREDIT UNION

The Employer will make whatever deductions the employee authorizes for the purpose of a deposit to a Credit Union. They will, however, in no way be involved in any administration of the plan.

ARTICLE 33: DURATION AND RE-OPENING OF AGREEMENT

33.1 This Agreement shall continue in full force and effect from the 1st day of January, 2006 to and including the 31st day of December, 2008 and thereafter from year to year, unless altered after the said period, or any aggregate period thereafter, at the option of either party, by giving one-hundred-twenty (120) days notice in writing to the other party prior to any termination date.

33.2 It is agreed by and between the parties that any provision of this Agreement requiring legislative action to permit its implementation by amendment of law or by providing the additional funds therefore, shall become effective until the appropriate legislative body has given approval.

IN WITNESS WHEREOF WE HAVE HEREUNTO AFFIXED OUR SIGNATURES THIS
18th DAY OF January, 2006.

TEAMSTERS LOCAL 687
14 ELM STREET
POTSDAM, NEW YORK 13676

Michael E. Matthews
Business Agent

TOWN OF EDWARDS
P.O. BOX 24
EDWARDS, NEW YORK 13635

Shirley D. Lenz
Supervisor